

EXHIBIT C

Private Bank



Organization Agreement/Resolution

Entity type (Please check only one):

- ☒ Corporation ☐ Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Trust ☐ Not-for-profit organization
☐ Unincorporated Association ☐ Other (Please Specify): _____

Further actions (if applicable):

- ☒ Addition
☐ Substitution
 (Date of prior Organization Agreement/Resolution: 8 / 19 / 20)

Exact name of organization: Aralpa Capital S.A. DE C.V.

Organized under the laws of: MEXICO

Jurisdiction(s) of Tax Domicile: MEXICO

Please provide the names, titles (e.g., director, president, secretary, general or limited partner), and/or function (e.g., investment advisor) of all authorized person(s) (including the person(s) signing this document and the person(s) authorized to act). **Please include a photocopy of a passport or other government issued identification for each authorized person.**

	Authorized Person (Full Name)	Title/Function	Authority	Signatures
1.	Rodrigo Lebois Mateos	PRESIDENT	Full <input checked="" type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	
2.	Almudena Lebois Oejo	Authorized Signer	Full <input checked="" type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	
3.			Full <input type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	
4.			Full <input type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	
5.			Full <input type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	
6.			Full <input type="checkbox"/> Limited <input type="checkbox"/> N/A <input type="checkbox"/>	

Resolutions

AGREED/RESOLVED

Pursuant to this Organization Agreement/Resolution, the organization agrees and resolves to establish a banking and (if elected) a brokerage relationship with Citigroup Inc. ("Citigroup"), Citibank, N.A. ("Citibank"), Citigroup Global Markets Inc. ("CGMI"), their branches, subsidiaries and affiliates (each an "Affiliated Organization"). Specifically, the organization automatically provides Citibank with the depository designation and its authorized person(s) with the depository and other business authorities listed below by entering into this Organization Agreement/Resolution.

If the appropriate boxes below are checked, the organization agrees and resolves to establish one or more Securities Accounts (as defined below) with CGMI and to adopt for each such Securities Account the specific securities transaction authorities selected below.

Banking And Other Business

BANKING DEPOSITORY DESIGNATION

The organization acknowledges that all accounts now or hereafter established under this Organization Agreement/Resolution shall be governed by the rules and regulations of Citibank, and applicable state and federal laws. Citibank reserves the right to change its rules and regulations from time to time.

This organization designates Citibank as a depository of its funds. It authorizes Citibank and each Affiliated Organization to:

- honor checks, drafts, orders, and withdrawals by the person(s) listed above (including those that bear or purport to bear their facsimile signature of record; including those in favor of such person(s) or any other person; and correspondingly debit the organization's account(s);
- receive stop-payment instructions by the person(s) listed above, including relative agreements, for these checks, drafts, and other orders;
- receive checks, drafts, notes, and other instruments submitted to it for deposit or collection for this organization, whether or not they are endorsed, on the understanding that every item submitted is endorsed without qualification; and
- receive account reconciliations signed by one or more of any person(s) listed on this Agreement.





DEPOSITORY AUTHORITIES GRANTED

This organization authorizes the person(s) listed above to:

- (a) open and close deposit accounts at Citibank, sign checks, drafts, and other orders on its behalf, for funds and assets held in or for its account or credited to it by or through Citibank, any Affiliated Organization, including checks, drafts or other orders in favor of any person designated above or any other person; and
- (b) withdraw funds and assets by any other means, including, but not limited to, debit cards, credit cards, terminals, and other devices or facilities providing access to this money.

Other Business Authorities Granted

This organization authorizes the person(s) listed above to transact any other business on its behalf with or through any Affiliated Organization, including, but not limited to, the authority to:

- i. apply for credit (including, without limitation, letters or other forms of credit) or borrow money, with or without security;
- ii. to sell or discount instruments, chattel paper and other contracts for the payment of money, or negotiate notes, drafts and other commercial paper;
- iii. assign, transfer, mortgage, pledge, or otherwise grant a security interest in any of the organization's property as security for the organization's obligations and/or obligations of third parties;
- iv. buy, trade, exchange or sell stocks, bonds, interests in mutual funds, or other registered or unregistered securities;
- v. open accounts of any kind;
- vi. appoint any Affiliated Organization as investment advisor or portfolio manager;
- vii. enter into derivatives transactions and agreements (including options, swaps, and forwards, whether related to foreign exchange, currency, interest rates, bonds, equities, commodities, deposits, securities, or related indices or baskets thereof);
- viii. execute and deliver automated customer services or other agreements related to computer services;
- ix. apply funds from any of the organization's accounts to or for the purchase of any real estate interest;
- x. make, enter into, execute, and deliver to or through any Affiliated Organization any negotiable or nonnegotiable instruments, bill paying agreements, funds transfers security agreements, indemnity agreements, settlements, releases, and other documents they consider advisable;
- xi. enter into and execute a safe deposit agreement, deputy authorization, and any other agreement incidental to the operation of a safe deposit box, and to operate such a safe deposit box;
- xii. make representations about the organization's power and authority to enter into the above; and
- xiii. do any other act affecting the organization's financial interests or to implement the foregoing resolutions.

SPECIAL INSTRUCTIONS - BANKING AND OTHER BUSINESS

Person(s) with Full Authority

If full authority is selected above, such authorized person(s) from the list above has full and unlimited power to act for the organization in all matters in connection with any account or accounts held by the organization, however designated and whether presently opened or hereafter opened. Such authority includes the banking, securities and other business activities described above, and may be exercised fully, orally or in writing, by the authorized person(s) from the list above. **Banking only:** Solely as a statement of its own internal policy, the organization may indicate signer limitations, such as whether the individuals designated above are to sign singly or jointly (if nothing is indicated, each may sign singly):

☐ Any two ☐ Other _____

Person(s) with Limited Authority

Limited Depository Authority

If limited authority is selected above, such authorized person(s) from the list above may singly take each of the banking and other business actions above; provided, however, that any transfers of funds or assets may only be made between or to existing and future accounts of this organization with any Affiliated Organization.

- ☐ If this box is checked, notwithstanding the preceding sentence, such attorney(s) designated with Limited Authority SHALL be empowered to transfer or withdraw any money, securities or other property in the name of the undersigned organization outside its accounts with an Affiliated Organization, BUT ONLY if necessary to effect the settlement of a buy, sell or trade instruction in accordance with the attorney(s) designated investment discretion.

Brokerage / Securities

Brokerage / Securities Designation

- ☐ By checking this box, this organization designates CGMI to establish and maintain a cash account, margin account, commodities account or other investment account (including advisory/managed accounts) deemed necessary, proper or appropriate (each a "**Securities Account**") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short selling), possessing, transferring, exchanging, borrowing, pledging or otherwise disposing of and generally dealing in and with cash and any and all forms of securities, including, but not limited to, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, commodities, commodity futures and/or options on futures, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, and interests of any and every kind and nature whatsoever, secured and unsecured, whether represented by trust, participating and/or other certificates or otherwise.

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**Securities Transactions Authorities Granted**

If the "Brokerage / Securities Designation" box above is checked, this organization authorizes the person(s) listed above to:

1. give written or oral instructions to CGMI with respect to any securities in, or transaction or service offered in connection with, the Securities Account, including to buy, sell (including short sales) and trade (including on margin) in stocks, bonds, options including uncovered short positions in option contracts or in the uncovering of any existing short position in option contracts), limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise, in accordance with the applicable terms and conditions for the organization's Securities Account and risk or number on any Affiliated Organization's books;
2. deliver to any Affiliated Organization securities for the organization's Securities Account, and instruct any Affiliated Organization to deliver securities from said account(s) to said authorized person or to others, in such name and form, including the name of said authorized person, as he or she may direct;
3. instruct any Affiliated Organization to make payment of money from the organization's Securities Account, including the establishment of automatic funds transfer instructions (AFT) and to receive and direct payments therefrom payable to said authorized person or to others;
4. sell, assign, pledge, endorse and transfer securities of any nature standing in the organization's name and to execute any documents necessary to effectuate the foregoing;
5. receive statements of transactions made for the organization's Securities Account and to approve and confirm the same;
6. receive any and all notices, calls for margin, or other demands with reference to the organization's Securities Account and to make any and all agreements with any Affiliated Organization on the organization's behalf;
7. deposit money, securities or other property of the organization in the Securities Account;
8. borrow money through CGMI's clearing broker, Pershing LLC, and secure payment thereof with the property of the organization;
9. bind the organization to any contract, arrangement or transaction (including with respect to brokerage accounts and advisory/managed accounts), which shall be entered into by the authorized signer(s) with or through any Affiliated Organization;
10. make payments related to the Securities Account by checks and/or drafts drawn upon the funds of the organization;
11. deliver money or securities in order to pass ownership thereof or for any other purpose;
12. endorse any securities in order to pass ownership thereof or for any other purpose;
13. direct the sale or exercise of any rights with respect to securities therein;
14. sign releases and powers of attorney and enter into contracts and agreements, including, but not limited to, the applicable client agreement, documentation relating to any debit or credit card, checkwriting privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Securities Account, as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the corporate seal to the same;
15. direct CGMI to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise; and
16. take any and all action necessary in connection with the Security Account deemed necessary or desirable by the authorized signer(s).

This authorization does not give the authorized person the authority to make gifts of funds or property but Citigroup, Citibank, CGMI, their branches, subsidiaries and affiliates are under no duty to inquire into the nature of any instruction given by said authorized person to deliver or transfer funds or property from my account(s). If this authorization is connected to a retirement account it does not include the authority to change beneficiaries.

SPECIAL INSTRUCTIONS - BROKERAGE / SECURITIES**Person(s) with Full Authority**

If full authority is selected above, such authorized person(s) from the list above has full and unlimited power to act for the organization in all matters in connection with any account or accounts held by the organization, however designated and whether presently opened or hereafter opened. Such authority includes the brokerage, securities and other business activities described above, and may be exercised fully, orally or in writing, by the authorized person(s) from the list above.

Person(s) with Limited Authority**Limited Authority of Attorney**

If limited authority is selected above, the authorized person(s) from the list above has the power to buy, sell (including short sales) and trade in stocks, bonds, options including uncovered short positions in option contracts or in the uncovering of any existing short position in option contracts), limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise, in accordance with the applicable terms and conditions for the organization's account and risk or number on any Affiliated Organization's books, it being further understood that any such transaction may be effected with CGMI as principal or dealer or through CGMI as agent or broker, and that any such purchase may involve securities in the distribution of which an Affiliated Organization may have an interest as underwriter, member of selling group or otherwise. **For the avoidance of doubt, the limited powers granted to such attorney(s) under this section are restricted to trading activity in the organization's account and exclude any other authorities listed in sections 1 through 16 above; authorized person(s) with limited authority shall not be empowered to withdraw any money, securities or other property either in the name of the organization or otherwise.**

- ☐ If this box is checked, notwithstanding the preceding sentence, such attorney(s) designated with Limited Authority SHALL be empowered to withdraw any money, securities or other property in the name of the undersigned organization, BUT ONLY if being transferred to an account held by the organization with an Affiliated Organization. Note: once transferred to another account, the assets within such account, and the authority to make further transfers/transactions thereon, will be subject to the authorities granted to the individual(s) authorized on that account, which may differ from those granted herein.



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Further Agreement

With all the transactions authorized pursuant to this Organization Agreement/Resolution, including purchases, sales and/or trades, Citibank and each Affiliated Organization is authorized to follow the instructions of the authorized person designated herein in every respect concerning the organization's account with Citibank and/or each Affiliated Organization, and such authorized person is authorized to act for the organization and in the organization's behalf in the same manner and with the same force and effect as the organization might or could do with respect to each of the transactions, purchases, sales or trades set forth in this Organization Agreement/Resolution.

This Section applies only when discretionary authorization is given to an employee of CGMI: The organization understands and agrees that some or all executions for the organization's account may be aggregated with executions effected for other clients of CGMI and be subsequently allocated to the organization's account(s) at an average price, and that CGMI may from time to time and at its discretion act as principal with respect to aggregated orders that result in allocations to the organization's account at an average price.

The undersigned understands that the organization will receive confirmations of all transactions effected for the organization's account(s) which will identify when a transaction was effected at an average price and the average price at which it was effected, and if so, whether CGMI acted as principal or agent for the transaction. The confirmation will also disclose any commissions, markups, markdowns, service fees, etc., if such are charged of the organization in connection with the execution of the trade. The undersigned further understands that, upon the organization's request to CGMI, the details of the actual execution of any average price transaction will be provided to me within a reasonable period of time.

In the event the organization resolves to rescind the agreement contained in this section, the organization shall do so only by written notification sent to the branch office servicing the organization's account and that such rescission shall be effective the business day after receipt of such written notification by CGMI, and shall not apply to any orders pending or transactions not yet confirmed at the time of receipt.

Prior Transactions

If this is a subsequent Organization Agreement/Resolution, this organization ratifies, confirms, and approves all previous transactions and agreements made on its behalf with or through Affiliated Organizations.

Revocation Or Modifications

Each Affiliated Organization and any interested third parties may rely on the authority conferred by this entire Organization Agreement/Resolution:

- unless, and to the extent that, the organization revokes or modifies it by a subsequent Organization Agreement/Resolution; and
- until the applicable Affiliated Organization receives written notice of such revocation or a certified copy of any such subsequent document at the office specified on its most recent statement to the organization, and has had reasonable opportunity to act on it.

Such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

Each subsequent Organization Agreement/Resolution not marked as a substitution for a previous one may be treated as an addition.

Liability And Indemnification

This authority is not restricted to any particular branch(es) of Citibank, to the banking services of Citibank, or the brokerage / securities services of CGMI, and may be exercised by any Affiliated Organization with respect to securities and other transactions. This organization agrees that no Affiliated Organization will assume any responsibility for the payment of a check, draft, securities transaction or other item drawn on or authorization of a funds transfer or other debit or securities instruction against any account of this organization or for any withdrawal from any account which is honored bearing only a single signature of, or is otherwise authorized by only one of, the individuals designated above. Notwithstanding the foregoing, this organization, solely as a statement of its own internal policy, may indicate signer limitations such as joint signature requirements or dollar amount limitations, however no Affiliated Organization shall be liable in the event one of the individuals designated above violates any such internal policy of this organization and it is the exclusive obligation of this organization to monitor compliance with such internal policy by its authorized signers. In addition, an Affiliated Organization is authorized to pay on any such debit, transfer, other withdrawal instruction, or securities transaction on any account of this organization which bears or appears to bear a signature or facsimile signature provided above or such other signature later certified to an Affiliated Organization to be authorized by this organization, if such signature, regardless of how or by whom affixed, resembles a specimen signature provided to an Affiliated Organization. The organization acknowledges that each Affiliated Organization may deal with any and all authorized persons directly or indirectly.

In all matters relating to the account of the organization, Citibank and each Affiliated Organization is authorized to follow the instructions of the authorized person(s) set forth in this Organization Agreement/Resolution in every respect and Citibank and each Affiliated Organization shall be fully protected in relying upon said instructions without inquiry and without liability or accountability for the use or application of any securities or moneys delivered or paid pursuant to said instructions. The organization hereby agrees to release, indemnify and hold Citibank and each Affiliated Organization harmless from any and all liabilities that may arise by virtue of following the instructions of said authorized person and the organization hereby ratifies and confirms any and all transactions made with Citibank and each Affiliated Organization heretofore or hereafter made by such authorized person and/or the organization. Any and all losses or debit balances due you arising from instructions or transaction given by said authorized person shall be paid





to Citibank and each Affiliated Organization promptly by the organization upon demand. For the avoidance of doubt, if the organization is a partnership, the general partners shall have joint and several liability for any actions taken by any of them in connection with the account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which the organization may have under any other agreement or agreements between the organization and Citibank and/or each Affiliated Organization.

To induce any transfer agent or other third party to act hereunder, the organization hereby agrees that any transfer agent or other third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party. The organization agrees to indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.

Miscellaneous

Digital Signatures. The digital signature of an authorized person will be binding on the organization and each such person individually is authorized to contract for and use online and mobile banking and various cash management services, delegate authority to transact upon accounts to designated persons via such services, and to conduct any and all other lawful business with an Affiliated Organization as may be performed electronically.

Conflicts of Interest Disclosure. The organization understands and agrees that any such transaction authorized by this Organization Agreement/Resolution may be effected with any Affiliated Organization acting as principal or dealer or through an Affiliated Organization as agent or broker, and that any such purchase may involve securities in the distribution of which any Affiliated Organization may have an interest as underwriter, member of selling group, or otherwise.

Continuing Authorization. This authorization shall not be affected by the subsequent disability, incapacity or incompetency of any of the undersigned or by a lapse of time between its execution and exercise.

Successors and Assigns. This Organization Agreement/Resolution shall inure to the benefit of your present corporation and of any successor corporation(s) or assigns and shall be binding on my heirs, successors or assigns.

Governing Law. This Organization Agreement/Resolution and authorization and all the terms herein shall be governed and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws and without regard for the principal's residence, domicile or place of execution.

Interpretation. If any provision of this agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant law, rule or regulation. All other provisions of this agreement will continue and remain in full force and effect.



SIGNATURES

The signatures of the organization's officer(s) are set forth below, followed by the contact information of the authorized person(s), if necessary. A list of the parties who would typically sign on behalf of entities follows:

Corporation / Unincorporated Association:	Director, Secretary, Assistant Secretary, President or CEO
Limited Liability Company:	Member, Manager or President
Partnership / Limited Liability Partnership	General Partner/Partner

Organization Signatures

Each person signing below on behalf of the organization certifies that:

- the above accurately reflects the powers and authorities given, and the agreement made, by this organization; it is, for organizations which act by resolution, a copy of a resolution duly adopted by the required directors, members or other governing body; these powers, authorities and agreement comply with this organization's constituent and ruling documents and its governing law, which are in full force and effect and have not been amended, modified or rescinded;
- the titles and functions this document designates are now held by the person(s) named above and their signatures are as appear above;
- this organization is duly organized, existing and in good standing in the specified place of organization, and has the power to provide authorizations, and enter into the listed transactions and agreements;
- the person(s) signing below are authorized to make this certification and have taken all actions and obtained all authorizations, consents and approvals as are necessary to execute this Organization Agreement/Resolution on behalf of the organization; and
- if the organization is a Limited Liability Company (LLC), the person(s) signing below certify that the manager(s) or all members with banking and securities authority, if applicable, have signed below; if the organization is a Partnership or Limited Liability Partnership (LLP), the person(s) signing below certify that the person(s) whose names appear below are the owners as co-partners and constitute all general partners with banking authority and securities authority, if applicable, of the above-mentioned partnership.

Each Affiliated Organization reserves the right to request additional information and documentation, including certificates and opinions of counsel, to evidence that the organization is duly organized and in good standing, that the organization's constituent and ruling documents authorize the action or business described in this Organization Agreement/Resolution, and that no provision in the organization's constituent and ruling documents or other governing document of the organization limits the power of the governing body of the organization to approve this Organization Agreement/Resolution.

Arbitration (for CGMI brokerage, advisory and trade execution accounts only). The organization acknowledges that it is subject to the arbitration provisions on page C-4, Section I, Paragraph 6 of the Terms and Conditions, which apply with respect to brokerage accounts and trade execution accounts, and that the authorized person(s) designated pursuant to this Organization Agreement/Resolution will also be subject to those arbitration provisions with respect to brokerage accounts and trade execution accounts.

Date (Month/Day/Year) 11/16/2020

Signature  Signature verification fp41578 Digitally signed by fp41578
Date: 2020.11.17 18:14:34
+06'00'

Name and Title Rodrigo Lebois Mateos- PRESIDENT

Signature _____ Signature verification _____

Name and Title _____

If needed, please attach additional signature pages.

Organization Seal: Affix below (if available)

